

EXHIBIT A

Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet

Union

County

For Prothonotary Use Only:

Docket No:

200272

2020

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Commencement of Action:

- ☐ Complaint ☐ Writ of Summons
☐ Transfer from Another Jurisdiction

- ☒ Petition
☐ Declaration of Taking

Lead Plaintiff's Name:

IN RE: \$36,000 U.S. Currency, Etc.

Lead Defendant's Name:

PM 4:12

Are money damages requested? ☐ Yes ☒ NoDollar Amount Requested: ☐ within arbitration limits
☒ outside arbitration limits
(check one)Is this a Class Action Suit? ☐ Yes ☒ NoIs this an MDJ Appeal? ☐ Yes ☒ NoName of Plaintiff/Appellant's Attorney: Kyle W. Rude
☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- ☐ Intentional
☐ Malicious Prosecution
☐ Motor Vehicle
☐ Nuisance
☐ Premises Liability
☐ Product Liability (does not include mass tort)
☐ Slander/Libel/ Defamation
☐ Other:

CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other

- ☐ Employment Dispute:
Discrimination
☐ Employment Dispute: Other

☐ Other:

CIVIL APPEALS

- Administrative Agencies
☐ Board of Assessment
☐ Board of Elections
☐ Dept. of Transportation
☐ Statutory Appeal: Other

- ☐ Zoning Board
☐ Other:

MASS TORT

- ☐ Asbestos
☐ Tobacco
☐ Toxic Tort - DES
☐ Toxic Tort - Implant
☐ Toxic Waste
☐ Other:

REAL PROPERTY

- ☐ Ejectment
☐ Eminent Domain/Condemnation
☐ Ground Rent
☐ Landlord/Tenant Dispute
☐ Mortgage Foreclosure: Residential
☐ Mortgage Foreclosure: Commercial
☐ Partition
☐ Quiet Title
☐ Other:

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☐ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations
☐ Restraining Order
☐ Quo Warranto
☐ Replevin
☒ Other:
Return of Property

PROFESSIONAL LIABILITY

- ☐ Dental
☐ Legal
☐ Medical
☐ Other Professional:

IN THE COURT OF COMMON PLEAS OF UNION COUNTY, PENNSYLVANIA

IN RE: \$36,000.00 United States Currency, :
Five thousand Silver one-ounce coins, : CP-60-CV- 200272
Various rare coins, Jewelry box with gold, :
platinum, diamond and silver jewelry : RETURN OF PROPERTY

MOTION FOR RETURN OF PROPERTY
Pursuant to 42 Pa.C.S.A. §5806

NOW COMES, Movant, Michael Schifter, by and through his counsel, Kyle W. Rude, Esquire, who prays this Honorable Court direct the Pennsylvania State Police and the Pennsylvania Attorney General to return property seized from him and, in support thereof, asserts:

1. Movant, Michael Schifter, is a legal resident of 50 Leggett Place, Staten Island, New York 10314.
2. Respondent is the Pennsylvania State Police – Milton Barracks and the Office of Pennsylvania Attorney General.
3. On February 17, 2020, Pennsylvania State Trooper Corporal Conrad seized thirty-six thousand (\$36,000) dollars in United States Currency and five thousand rare collectible silver 1-ounce coins, various rare coins and a jewelry box with gold, platinum, diamond and silver jewelry after a traffic stop on Route 80, Union County, Pennsylvania.
4. Corporal Conrad took the seized items to the Pennsylvania State Police – Milton Barracks, 50 Lawton Lane, Milton, Pennsylvania 17847. See Attached Property Receipt (Exhibit 1).

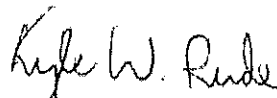
5. Petitioner holds the right, title and interest in the property as the jewelry in the box were from personal purchases and gifts from others, the thirty-six thousand (\$36,000) dollars in United States Currency was part of a loan and the five thousand rare collectible silver 1-ounce coins and various rare coins were purchased in Las Vegas, Nevada by using funds from the aforementioned loan proceeds. See Attached Receipts (Exhibit 2), loan documents (Exhibit 3) and bank records (Exhibit 4).

6. Petitioner seeks the return of the jewelry box with gold, platinum, diamond and silver jewelry, thirty-six thousand (\$36,000) dollars in United States Currency plus interest, five thousand (5,000) rare collectible silver 1-ounce coins and other various rare coins, reimbursement for legal fees expended to seek the return of this property, and reimbursement of late fees and penalties incurred for failure to meet the obligations of the promissory note.

WHEREFORE, Petitioner prays this Honorable Court schedule a prompt hearing on this matter pursuant to 42 Pa.C.S.A. §5806(a)(3).

Respectfully submitted,

SCHEMERY ZICOLELLO, P.C.

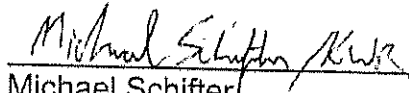


Kyle W. Rude, Esquire
ID No. 69015
Attorney for Petitioner
333 Market Street
Williamsport, PA 17701
(570)321-7554 (T)
(570)321-7845 (F)
kyle@sz-law.com

VERIFICATION

I hereby state and aver that I have read the foregoing document which has been drafted by my counsel. The factual statements contained therein are true and correct to the best of my knowledge, information and belief although the language is that of counsel, and, to the extent that the content of the foregoing document is that of counsel, I have relied upon counsel in making this Verification.

This statement is made subject to penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.

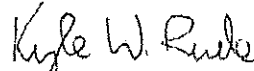

Michael Schifter

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Respectfully Submitted,

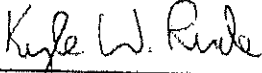
SCHEMERY ZICOLELLO, P.C.



Kyle W. Rude, Esquire
Attorney for Movant
I.D. #69015

CERTIFICATE OF CONCURRENCE/NON-CONCURRENCE

AND NOW, comes Kyle W. Rude, Attorney for Movant who certifies that he contacted Opposing Counsel regarding the requested relief. Andrew J. Jarbola, IV, Esquire **does not concur** in the foregoing Motion.



Kyle W. Rude, Esquire

SP-1441 (7-2017)

757-508-0033
PENNSYLVANIA STATE POLICE
RECEIPT FOR PROPERTY SEIZED
PURSUANT TO § 5803 42 PA.C.S.A.

The following property was taken/seized by Pennsylvania State Police pursuant to the Forfeiture of Assets Act, 42 Pa.C.S.A. § 5803. You are hereby notified that you have a right to seek the return of the seized property under 42 Pa.C.S.A. § 5808.

CAD/Case No.: PA2020-223784 Property Inventory No.: F00-10940

Investigating Member Name/Badge No.: Cpl Mark CONRAD 10274

Member Who Seized Property Name/Badge No.: Cpl Mark CONRAD 10274

Date/Time Seized: 02/17/20 12:18 hrs

Property Taken/Seized From: Print Name: Michael SAHUTER

Signature: _____

The following items have been seized:

1. Bulk US currency
2. 8 green US mint cases containing silver coins
3. 2 cardboard boxes containing silver coins
4. Briefcase containing misc. jewelry

5.

6.

7.

8.

9.

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11.

12.

13.

14.

15.

(Must be completed in duplicate - attach one copy to the report)

Nevada Coin And Jewelry
6380 W. Flamingo Rd. #B
Nvcoin.com
702-256-2646

Sales Order
Oct 17 2019 3:17 PM
#9295

Buyers Name: Rose Estrada
Payment Type: Cash
Agent: Avery

Qty	Description	Unit Price	Line Total	Taxable
500	1oz Silver Bullion	N/A	\$9,370.00	No
Subtotal Non Taxable			\$9,370.00	
Sales Tax			\$0.00	
Total			\$9,370.00	

No Refunds. All Sales Final
Thank You for your Business

MICHAEL SCHIFTER

TO

JAMES QUIGNEY AND LAURI QUIGNEY

MORTGAGE, ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Dated: September 11, 2019

Location: 50 Leggett Place
Staten Island, New York
Block: 1582
Lots: 53
County: Richmond

RECORD AND RETURN TO:

Carone & Associates PLLC
2055 Flatbush Avenue
Brooklyn, New York 11234

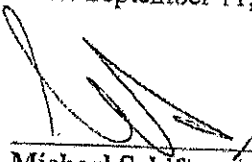
OWNER'S ESTOPPEL CERTIFICATE

THE UNDERSIGNED, being borrower in connection with the mortgage loan affecting the premises **50 Leggett Place, Staten Island, New York (Block: 1582 Lot: 53)**, covered by a mortgage for **\$350,000.00** and interest, dated September 11, 2019, does hereby certify to **James Quigney and Lauri Quigney**, and to any subsequent holder of said mortgage the following:

1. that said mortgage is a valid first lien on the premises described in said mortgage for the full amount of principal and interest now due thereon, namely **\$350,000.00**;
2. there is no secondary financing associated with this transaction;
3. that there are no defenses or offsets to said mortgage or to the note which it secures; and
4. that all of the provisions of said note and mortgage are unmodified and in force and effect.
5. that I am aware that all amounts due under the note and mortgage must be paid in full by September 9, 2020, unless extended according to the terms of the note.

The undersigned makes this covenant and declaration not only for the benefit of the mortgagee named in said mortgage but for the benefit of any participant or investor in and to said note and mortgage, the undersigned intending that such subsequent holder, participant and/or investor shall rely upon the covenant and declaration in purchasing, investing or participating in said note and mortgage.

Date: September 11, 2019




Michael Schifter

STATE OF New York)
)ss:
COUNTY OF **Kings**)

On September 11, 2019, before me, the undersigned, personally appeared, **Michael Schifter** personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacities and that by his/her/their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.



Notary Public

ANTHONY J CARONE
Notary Public, State of New York
No. 02CA6108379
Qualified in Kings County
Commission Expires June 13, 2022 

PAYMENT GUARANTY AGREEMENT

THIS PAYMENT GUARANTY AGREEMENT (as the same may be amended, restated or modified from time to time, this "Guaranty") is given pursuant to the terms and conditions of (i) that certain Promissory Note dated on or about the date hereof (as the same may be amended, restated or modified from time to time, the "Note") in the principal amount of \$350,000.00 (the "Loan") executed by Michael Schifter, an individual ("Borrower"), having an address at 50 Leggett Place, Staten Island, NY 11314, in favor of James Quigney and Lauri Quigney, having an address at 165 Beach 138th Street, Belle Harbor, New York 11694 (hereinafter, "Lender") and (ii) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated on or about the date hereof (as the same may be amended, restated or modified from time to time, the "Security Agreement"; the Note and the Security Agreement, together with all other documents executed in connection therewith, shall be collectively referred to as the "Loan Documents") in the principal amount of \$350,000.00 executed by Borrower in favor of Lender. Capitalized terms used herein and not otherwise specifically defined shall have the same meaning herein as in the Loan Documents.

Indemnitor (as defined below) is a shareholder of Borrower. Indemnitor acknowledges that the extension of credit by Lender to Borrower pursuant to the Loan Documents will benefit Indemnitor by enhancing the financial strength of Borrower. The execution and delivery of this Guaranty by Indemnitor is a condition precedent to the extension of the Loan by Lender.

FOR VALUE RECEIVED, and to induce Lender to extend credit to Borrower as provided for in the Loan Documents, Michael Schifter, an individual, having an address at 50 Leggett Place, Staten Island, NY 11314 ("Indemnitor") hereby unconditionally agrees as follows:

1. Guaranty. Indemnitor, as a primary party and not merely as a surety, unconditionally and irrevocably agrees to pay to Lender the following (hereinafter collectively, the "Guaranteed Obligations"):

(a) the full and prompt payment of the principal of and interest on the Note when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, and the prompt payment of all sums which may now be or may hereafter become due and owing under the Note, the Security Agreement and the other Loan Documents.

(a) The prompt and full payment (and not merely the collectibility) on demand of all costs and expenses reasonably incurred by Lender or its successors or assigns in connection with enforcing any of the rights or remedies of Lender, or such successors or assigns, under or with respect to this Guaranty, including, but not limited to, attorneys' fees and the expenses and disbursements of such attorneys and any Enforcement Costs (as defined in Section 12).

Lender may at its option proceed directly and at once, without further notice, against Indemnitor hereunder, without proceeding against any other person or the Mortgaged Property or other Collateral for the obligations owing pursuant to this Guaranty. Any sums payable

11:04



5G



September Statement



Bank of America

Bank of America
100 North Main Street
Charlotte, NC 28202

MICHAEL G SCHIFTER SOLE PROP
DBA SCHIFTER SERVICES
2013 CABALLERO WAY
LAS VEGAS, NV 89169-2923

Business Advantage

Customer service information

- 1-800-832-8111
- Bank of America
- 800-832-8111
- P.O. Box 10111
- Tampa, FL 33611-0111

Your Business Fundamentals Checking

for September 20, 2019 to September 30, 2019

Account number 5010 2443 8636

MICHAEL G SCHIFTER SOLE PROP DBA SCHIFTER SERVICES

Account summary

Beginning balance on September 21, 2019 504.00
Deposits and other credits 325,839.98
Withdrawals and other debits -175,649.01
Checks 0.00
Service fees -12.00
Ending balance on September 30, 2019 \$190,178.97

of deposits credits 0
of withdrawals debits 0
of days processing cycle 0
of days in cycle 11
Average ledger balance \$81,031.49
Includes checks and deposits in transit.

BANK OF AMERICA DIGITAL ASSISTANCE

The world's gonna know you.
We're gonna help.

For more information, visit bankofamerica.com/50women

CERTIFICATE OF SERVICE

I, Kyle W. Rude, Esquire, certify that a true and correct copy of the within Motion was served upon:

Andrew J. Jarbola, IV, Esquire United States Mail
Deputy Attorney General
2515 Green Tech Drive
State College, PA 16803

ajarbola@attorneygeneral.gov Email

Kyle W. Rude

Kyle W. Rude, Esquire
ID No. 69015
Attorney for Movant